

## **1. General**

These General Terms and Conditions apply to all business transactions between myself and my clients. The Terms and Conditions are acknowledged by the clients through the order and shall apply for the entire period of the business relationship. They shall also apply for future business transactions. My offers are non-binding with respect to the price, quantity, terms of delivery and delivery options.

Other general terms of the client shall be excluded and are not covered by the contract unless I have expressly acknowledged this in writing.

Delivery contracts and amendments. Additions and ancillary agreements of the settlements concluded with the client shall be binding for me only upon written confirmation. Any claims from the client against me cannot result from apparent errors, possible deviations in the catalogue and illustrations, writing and calculations errors.

## **2. Placing the Order**

The client issues the translation orders in electronic or any other form. In the interest of making cooperation as smooth as possible, the exceptional cases shall also be accepted per telephone assignment or any other formless assignments. In the case of possible problems arising from this, the costs shall be borne by the client. For this, the client discloses to us the target language, topic, subject area and size of the text as well as, if necessary, specific terminology preferences. The purpose of use and delivery date shall also be specified. The client can choose from several different data formats for the creation of the translation. I will confirm the receipt of the text sent electronically by the client in writing. I am not liable for delays or poor quality that arise from an unclear, incorrect or incomplete order or errors or, respectively, misleading or even incorrect formulations in the source text.

## **3. Fulfilment by Third Parties**

For the execution of all business transactions, I am permitted to use third parties provided I consider this appropriate and necessary. In doing so, I am only liable for the careful selection. The obligation for due diligence concerning the selection is fulfilled if the contracted third party is a translator/interpreter who has been sworn/certified by a court for the respective language or with whom agencies and translators known to me have worked successfully in the past. Principally, the business relationship exists between the client and myself. Contact between the client and a third party I have employed is permissible with my consent.

## **4. Prices**

All offers and prices are non-binding. All prices are quoted in euros. In the case of large orders, an advance payment or payment in instalments in accordance with the completed text amount can be requested. All prices quoted in my offers are net prices without value added tax. It is possible that I can change published, non-binding prices lists without notice. Prices and conditions quoted do not justify the assumption that these will be granted in the future without

confirmation. The client will be informed of differences in the previously disclosed prices with the confirmation of the order, at the latest. Delivery charges, shipping costs and other fees shall be invoiced to the client.

## **5. Delivery Periods**

Delivery periods to the best of my knowledge will be given to the client. These can always only be prospective delivery dates. A delivery is deemed successful if there is proof (a dispatch record) that the translation has been sent to the client. Upon request, the translation shall also be sent as a CD, as a USB drive or a printout. All dates are given in Central European Time (CET).

## **6. Disturbance, Force Majeure, Closure and Limitation of Operation, Network and Server Failures, Viruses**

I am not liable for damages that occur through the disturbance of my operation, in particular through force majeure, e.g. events of nature and disruptions in traffic, network and server failures, other possible line and transmission failures and other hindrances not caused by me. In such exceptional cases, I am entitled to fully or partially withdraw from the contract. The same applies if I fully or temporarily cease or limit my operation for significant grounds, in particular the online service, for a specific period of time. I am likewise not liable for damages that occur as a result of viruses. In order to avoid the risk of infection, I use firewalls and anti-virus programs and advise my clients to do the same. In the case of deliveries of translations in electronic data files, the client is responsible for a file review of the files and texts transferred. Claims for damages related to this cannot be acknowledged.

## **7. Liability and Claims**

If no specific arrangements have been made regarding the qualitative requirements for the translation or no specific requirements are apparent in the type of order, the supplier thoroughly prepares the translation of the text to the best of his/her knowledge and ability and analogously and grammatically correct for the purpose of the information. If the client does not immediately, at least within 2 workdays (I determine the beginning), raise objections in writing, the translation is deemed as approved. In this case, the client waives all claims that could be due to him/her on account of possible deficiencies in the translation. If the client complains of an objectively existent and not merely insignificant deficiency within this 2-day period, this deficiency shall be described as precisely as possible, and I shall be granted the next opportunity for improvement. This also applies to urgent orders with a very short delivery period. If an improvement is not successful despite proof of two attempts, the client has the right to a decrease or a withdrawal from the contract. Other claims, including claims for damages due to non-fulfilment, are excluded. The liability is limited to the amount of the respective order in all cases. I am only liable in any case for gross negligence and intent; the liability for minor negligence only comes into effect in violation of contractual obligations. A liability for recourse for claims of damages from third parties is explicitly

excluded. I am not liable for errors in the translation that are caused by information or documents that are incorrect, incomplete or not made available in a timely manner or by erroneous or illegible (even partially) source texts. If the client does not specify the purpose of use of the translation, in particular if it is to be published or used for advertising purposes, the client cannot request compensation for damages which occur in this manner that the text turns out to be unsuitable for publication or that, due to an unsatisfactory adaptation, the publication or advertisement must be repeated or leads to reputational damage or a loss of image for the company. If the client does not specify that the translation is intended to be printed or does not provide me with a proof prior to the printing and prints without my approval, the client shall bear the costs of any defect. If I am charged on account of a violation of copyright law because of a translation or if a claim is asserted against a third party, the client shall release me from all liability. I do not assume any liability for materials provided by the ordering party, order components, guarantees on characteristics issued, shipping information, processing requirements and the like if different arrangements have not expressly been made in writing. I am not obligated to review this for compliance to the legal standards according to the Product Liability Law and/or the German Civil Code. In these cases, the ordering party is liable without restriction and releases me entirely from all claims from third parties at the time of the claim.

#### **8. Delivery Default, Impossibility, Withdrawal**

The client is only entitled to withdraw from the contract in the cases of performance default and impossibility represented by me if I have inappropriately exceeded the delivery period by a long period of time and the client had given me an appropriate extension in writing that was also inappropriately exceeded by a long period of time.

#### **9. Transfer**

The transfer of rights from the contract by the client requires my written consent.

#### **10. Payment Terms**

Unless otherwise agreed, I shall invoice the client the fee immediately after completion of the translation. This service is payable without discount immediately through transfer, by check or in cash. In the case of delay, I am entitled to charge, notwithstanding any possible additional claims, interest and commissions according to the customary rates at German banks for temporary credits, at least however interest of 3.5% per annum over the bank rate of the European Central Bank. If the client is in arrears for services within our business relationship or I have been notified of circumstances that could reduce the client's credit worthiness (e.g. legal or administrative executions, application for bankruptcy or settlement proceedings, negative information from recognised credit rating organisations, etc.), I can make any further deliveries subject to advance payment.

#### **11. Copyright and Rights of Use**

The copyright and rights of use for translations I have prepared, terminology databases and documentation remain under my ownership until complete payment for all requirements.

If the translation is for a third party, I retain the right to make the third party aware of the outstanding claim and the resulting illegality of the use of the translation and to possibly request from this third party the payment of the outstanding accounts and the related costs arising from this for me.

I also reserve a simple, non-exclusive right of use to the terminology database compiled and Translation Memories after the complete payment of all claims if expressly different agreements have been made in writing with the order placement.

#### **12. Shipment, Transfer**

I fulfil the service with the delivery of the translation via post, via the company I have otherwise contracted for the transport or the recorded entry in the agreed-upon electronic transfer medium (e.g. email or Internet).

The shipment or the electronic transfer occur at the risk of the client. I am not liable for an erroneous or damaging transfer of the texts or for their loss as well as their damage or loss via non-electronic means of transport. The return of text templates only occurs upon request and at the risk of the client.

#### **13. Business Secrets**

All texts are kept confidential, and I am obligated to maintain silence on all facts that become known to me in connection with my work for the client. With respect to the electronic transmission of texts and data as well as any other communication in electronic form between the client, myself and possible agents, I cannot ensure an absolute protection of business and information secrets and other confidential data and information because it cannot be excluded that unauthorised third parties will have access to the texts transmitted via electronic procedures.

#### **14. Processing of Personal Data**

In the context and within the limits of data protection regulations, I am entitled to process and save the client's personal data for the purpose of the fulfilment of the contract.

#### **15. Place of Jurisdiction and Applicable Law**

The fulfilment and place of jurisdiction for all claims arising from the contractual relationship is Augsburg. German law applies.

#### **16. Severability Clause**

The invalidity or ineffectiveness of one or more of the above-mentioned provisions does not affect the validity of the remaining provisions. The invalid or ineffective provision shall be consensually substituted with a provision which

meets the intended economic purpose as closely as possible  
in a legally permitted manner.

Neusäß, August 2019